

ELAINE SHIMPA, an Individual,
Plaintiff,
vs.

TUSCANO, LLC, a Nevada Limited Liability Company; DOE DEFENDANTS 1 through 10; and ROE ENTITIES 1 through 10,

Defendants.

By and through their respective counsel of record, Plaintiff Elaine Shimpa ("Plaintiff" or "Shimpa") and Defendant Tuscano, LLC ("Defendant" or "Tuscano") now tender to the Court this Stipulated Judgment. In this connection, Plaintiff and Defendant (the "Parties") hereby STIPULATE and AGREE as follows:

1. Plaintiff has valid claims against Defendant, as set forth in Plaintiff's live pleadings.
2. Judgment shall be and hereby is rendered for Plaintiff and against Defendant in the following amounts:

Total: \$90,000.00

3. The Judgment shall accrue post-judgment interest at the applicable rate set forth in the Promissory Note: 10.00% per annum. Post-judgment interest shall begin to accrue on July 1, 2013 and shall not accrue prior to that date.
4. Plaintiff and Defendant shall each bear and be responsible for their own attorney fees and court costs.
5. The Parties stipulate and agree that, by entering into this Stipulated Judgment, Plaintiff does not waive her right to seek non-dischargeability of the Stipulated Judgment amount (including interest) in any bankruptcy case or proceeding Defendant may file.
6. This Stipulated Judgment shall not be construed to be a waiver or adjudication of any of Plaintiff's claims against any individual or entity that is not a party to this Stipulated Judgment.
7. Any and all relief not specifically granted in this Stipulated Judgment shall be and hereby is DENIED.
8. The Parties hereby waive any right they may have or may come to have regarding any and all post-judgment relief and/or appeals of this Stipulated Judgment.

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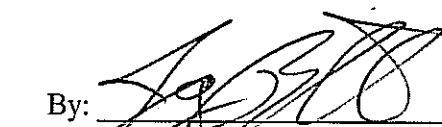
9. Pursuant to FRCP 54(b), it shall be and hereby is expressly determined there is no just reason for delay and that this Stipulated Judgment is a final judgment as to these Parties, adjudicating all claims and all issues between Plaintiff and Defendant.

IT IS SO STIPULATED.

Dated: 12-26-12
CALLISTER & FRIZELL
8275 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123

Dated: 12/17/12
WACHTEL, BIEHN & MALM
2240 McCulloch Blvd.
Lake Havasu City, AZ 86403

By: 
R. DUANE FRIZELL
Nevada Bar No. 9807
Attorneys for Plaintiff

By: 
JAY BIDWELL
Nevada Bar No. 9368
Attorneys for Defendant

ORDER

IT IS SO ORDERED, ADJUDGED, AND DECREED.


UNITED STATES DISTRICT JUDGE

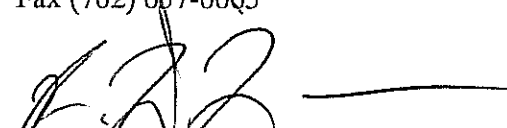
December 26, 2012

DATE

CASE NO: 2:12-cv-00227-GMN-CWH

Submitted by:

CALLISTER & FRIZELL
8275 S. Eastern Ave., Suite 200
Las Vegas, Nevada 89123
Office (702) 657-6000
Fax (702) 657-0065

By: 
R. DUANE FRIZELL
Nevada Bar No. 9807
Attorneys for Plaintiff

VERIFICATION

STATE OF Arizona)
) ss.
 COUNTY OF Mohave)

I, the undersigned, on the behalf of TUSCANO, LLC, do hereby swear and affirm under penalty of perjury that the assertions in this Stipulated Judgment are true; that I have read this entire Stipulated Judgment and know the contents thereof; that I have obtained counsel on the behalf of TUSCANO, LLC to review the contents of this Stipulated Judgment and have conferred with counsel, who has advised me as to such contents; that TUSCANO, LLC is voluntarily entering into this Stipulated Judgment of its own free will and choice; and that I have authority to bind TUSCANO, LLC to this Stipulated Judgment.

BY:

(Signature)

GAYLOR Cope

(Printed Name)

ITS:

(Title)

MANAGER

SUBSCRIBED AND SWORN TO before me in person by the individual identified above
 on this 14th day of December 2012.

My commission expires:

Tina Foltz
 NOTARY PUBLIC in and for
 Said State and County

5-19-16